

BRIGHTEPAY TERMS & CONDITIONS

Entity.Name Entity.ACN Entity.ACL number provides a low cost, no interest, continuing credit contract called 'BrightePay'. Subject to our approval, you can use your Available Credit to make one or more purchases of approved Goods and Services. You then repay us over time, under a BrightePay Payment Plan that sets out the amount of each repayment for the relevant purchase. As you repay us the money owed to us for a purchase under a Payment Plan, you increase the amount of your Available Credit for making future approved purchases.

Your BrightePay Credit Contract is comprised of these Terms and Conditions and the Payment Plan for each accepted Payment Plan. Each purchase you make using your Available Credit will be documented within the Payment Schedule of the applicable Payment Plan. **If you have questions, call Brighte on 1300 BRIGHTE (1300 27 444 83) or email customersupport@brighte.com.au.**

IMPORTANT: This Credit Contract is subject to consumer credit protection under the National Consumer Credit Protection Act 2009. You will usually also have protection under other consumer laws relating to our interaction with you and our funding of your purchase of approved Goods or Services. In addition, Brighte is a Code Compliant Member of the AFIA Buy Now Pay Later (BNPL) Providers Group. As a customer receiving a BNPL product or service from us, you may have additional rights available to you under the Code of Practice for BNPL Providers. You can access this Code by visiting our website.

TERMS AND CONDITIONS

1. YOUR CREDIT CONTRACT

- 1.1. Your Credit Contract is comprised of these Terms and Conditions and each Payment Plan that we issue to you from time to time. These Terms and Conditions do not contain all the information that we are required by law to give you before you enter into the Credit Contract. Please read all of the documents forming the Credit Contract together carefully.
- 1.2. You become bound by your Credit Contract with us once we have accepted your Application and your initial Finance Request. This may occur after you have paid a deposit to a Vendor.
- 1.3. When you become bound by the Credit Contract we will open an account in your name. We will use the account to debit and credit amounts owing and paid by you under this Credit Contract.
- 1.4. Your Credit Contract is a Low Cost Credit Contract. We have complied with the modified responsible lending obligations under Pt 3-2BA of the *National Consumer Credit Protection Act 2009* (CT).

2. YOUR CREDIT LIMIT

- 2.1. The amount of credit that we may agree to provide to you from time to time will be limited by your Credit Limit at the relevant time.
- 2.2. Your initial Credit Limit will be set out in the Payment Schedule for the first Payment Plan that we issue to you to confirm our acceptance of your request for credit under that Payment Plan. We may change the amount of your Credit Limit from time to time, in accordance with the procedures allowed for in your Credit Contract. Your changed Credit Limit, if any, may be set out in the later Payment Schedules we issue to you.
- 2.3. You must keep the outstanding balance of your account within the Credit Limit. In the event that an amount in excess of your Credit Limit is owed to us under this Credit Contract, you must immediately pay us the amount that is owed by you that is in excess of the Credit Limit. You must also separately perform your other payment obligations under your Credit Contract from time to time.

3. USING YOUR ACCOUNT

- 3.1. You may use your Available Credit to obtain advances of credit from us to finance your purchase of approved Goods and Services from Vendors.
- 3.2. When you wish to obtain an advance from us to facilitate a purchase of approved Goods or Services, you will need to complete and then submit a Finance Request to us.
- 3.3. If we accept your Finance Request for an advance under a Payment Plan, we will make an advance for the amount specified in the approved Payment Plan. The advance will be paid on your behalf to the Vendor named in the Payment Schedule for that Payment Plan. A copy of the Payment Plan will be provided to you. We will make the advance the subject of a Payment Plan at the time provided for in these Terms and Conditions, or (in our sole and absolute discretion) at the time we agree with the Vendor. Whenever we make a payment to a Vendor on your behalf under a Payment Plan, we will debit the amount of that advance to your account.
- 3.4. We may refuse to let you use your account, or your Available Credit, to obtain an accepted Finance Request under your Credit Contract where:
 - 3.4.1. we have not received all of the information or documents we require about you;
 - 3.4.2. the making of the advance would result in you exceeding the Credit Limit;
 - 3.4.3. you are in Default under your Credit Contract;

- 3.4.4. your account is suspended or where we have cancelled or reduced your Credit Limit or your Available Credit in accordance with our rights under this Credit Contract;
- 3.4.5. in respect of a requested advance, you have not paid the minimum deposit amount required by the Vendor;
- 3.4.6. your Finance Request is not compliant with the permitted terms for a Finance Request that we have authorised with respect to the Vendor you are dealing with; or
- 3.4.7. there is any other reasonable basis for us to do so, having regard to any material or increased risk that would arise from our agreeing to accept your particular Finance Request.

In any of these situations, access to your Available Credit may be denied or withdrawn without prior notice to you.

- 3.5. Your account will be debited with, and you agree to pay us:
 - 3.5.1. the amount of each advance we make at your request under a Payment Plan;
 - 3.5.2. the fees and charges that are payable by you from time to time under your Credit Contract; and
 - 3.5.3. any other amount owing to us by you under your Credit Contract.
- 3.6. You will be required to produce identification when requesting a Vendor to provide us with a Finance Request that you have authorised, or are signing, to request an advance of credit against your Available Credit.
- 3.7. Vendors may impose additional restrictions on your ability to request their assistance with the completion or submission of a signed or authorised Finance Request.
- 3.8. We will not be liable to you in any way for any refusal to advance credit to you under a requested Payment Plan or against your Available Credit and we will not be liable for any damage, cost, loss, or expense you may suffer as a consequence of (or in relation to) any refusal on our part to make an advance under a Finance Request that we have not accepted.
- 3.9. If we refuse to advance further credit to you under your Credit Contract, your Credit Contract continues in force in relation to any credit previously provided under it.

4. MAKING PAYMENTS

- 4.1. You must make all repayments described in an accepted Payment Plan we issue to you. Each payment must be made to us at the time stated or provided for in the Payment Schedule of the relevant accepted Payment Plan.
- 4.2. You must provide us with a valid Direct Debit Request (DDR) or an acceptable recurring payment authority. At all times during the term of this Credit Contract, you must ensure that we hold a valid DDR or recurring payment authority that authorises us to collect or recover from your nominated account all amounts that are due to us from you from time to time under your Credit Contract.
- 4.3. If your nominated account changes, you must provide us with:
 - 4.3.1. a new and valid DDR for your new nominated account applicable to your new DDR; or
 - 4.3.2. a new recurring payment authority applicable to the approved card that is linked to the new nominated account.
 - 4.3.3. If your applicable payment card, account number or card number changes, you must provide us with a new and valid recurring payment authority where we do not hold a valid DDR from you.
- 4.4. We may debit your nominated account or applicable payment card, from time to time, with all amounts that become due and payable to us under your Credit Contract.
- 4.5. Unless we agree otherwise, we may, acting reasonably, apply your payments to any amount you owe us and in any order we choose, including towards the payment of outstanding fees or charges before the repayment of scheduled repayment amounts under a Payment Plan.
- 4.6. All payments made to us, or received by us, in respect of outstanding principal, fees, or charges will be applied by us in reduction of your outstanding liabilities to us.
- 4.7. You must pay us in Australian currency, in Australia, and make payments in a form acceptable to us. We will give you credit for any payment you make from and including the day we receive the payment or cleared payment (whichever is the later). Each payment that you make to us that is not made under a DDR or a recurring payment authority, must be accompanied by details of your account and the Payment Plan in respect of which the payment is made.
- 4.8. We may choose to allow a late payment of an amount that is due to us. A waiver by us in respect of the time for making a particular payment does not affect our rights under this Credit Contract to receive the payment or your obligations to make payment of any other amount on time.
- 4.9. Where you have repayments due under more than one Payment Plan, and where you have provided a different DDR or recurring payment authority to meet your obligations under one or more different Payment Plans, we may request payment under any of these DDRs and recurring payment authorities for any amount due and payable to us where:
 - 4.9.1. you are in Default under this Credit Contract, including with regard to the payment of an amount that is due and payable to us; and
 - 4.9.2. we have made two or more requests for payment using one of your payment authorities and those attempts have failed and we have not been able to contact you to arrange an alternative payment method.

In such circumstances, you also authorise us to combine one or more Payment Plans and deduct all repayments owing under the combined Payment Plans from the one nominated account or payment card.

5. USING OR INCREASING YOUR CREDIT LIMIT

- 5.1. Your Credit Contract operates as a continuing credit contract. If you are approved to borrow up to an approved Credit Limit, you may request to use your Available Credit from time to time to make one or more purchases of Goods and/or Services from our approved Vendors. Each approved purchase and agreement by us to fund that purchase will result in a separate Payment Plan.
- 5.2. You are required to make scheduled repayments with respect to each Payment Plan. As you reduce the outstanding balance that you owe us under a Payment Plan, the amount of your Available Credit increases.
- 5.3. We retain full discretion in deciding whether to accept your request for us to advance funds against your Available Credit in respect of a proposed purchase and Payment Plan
- 5.4. Despite sub-clause 5.3, we will seek to approve most reasonable requests for credit, for example, when your repayment history is good, all supporting documents are supplied, and our lending and risk criteria are satisfied
- 5.5. If we approve funding for a new purchase of Goods and/or Services, we will issue a new Payment Schedule to you to document the new Payment Plan. The new Payment Plan will run concurrently with any other active Payment Plan.
- 5.6. We may increase the Credit Limit under your Credit Contract only at your request or with your written consent.

6. YOUR WARRANTIES

- 6.1. You warrant to us that:
 - 6.1.1. you are 18 years or over and a permanent resident of Australia;
 - 6.1.2. you are currently employed and working more than 25 hours a week or receiving an aged or veterans' pension;
 - 6.1.3. you are not an undischarged bankrupt and you have no reason to believe you may become Insolvent at the time of executing each request for finance under a Payment Plan;
 - 6.1.4. where the Goods the subject of a Payment Plan are to become a fixture on real property, you are an owner of the property to which the Goods will be fitted, installed or applied other than in circumstances determined to be acceptable by us;
 - 6.1.5. where the Goods the subject of a Payment Plan are to become a fixture on real property, you have consent from any other property co-owner;
 - 6.1.6. you will use the Goods as they are intended to be used by the manufacturer, and not in any way which could be dangerous or cause harm;
 - 6.1.7. you have conducted your own due diligence on the Goods or Services and the suitability of the Goods or Services for your purpose;
 - 6.1.8. you will not use the Goods in connection with any illegal activity;
 - 6.1.9. you will make all payments due and payable under a Payment Plan even if you do not have control or possession of the Goods, or if the Goods are not installed or operational;
 - 6.1.10. you will inform the Vendor promptly of any material problem or safety concern with the Goods the subject of a Payment Plan, and will promptly update us on the status of the resolution;
 - 6.1.11. you will inform us promptly if your contact details or nominated account details change;
 - 6.1.12. you will regularly check your communication methods for correspondence from us; and
 - 6.1.13. you will notify us immediately if you become unable to meet your payment obligations under your Credit Contract.

7. SELLING THE GOODS OR PROPERTY

- 7.1. Where the Goods the subject of a Payment Plan are to become (or have become) a fixture on real property, even where you sell the Goods, or any property to which the Goods are attached, you will remain liable to continue to make all repayments that are or become payable under the Payment Plan. As a possible alternative, you can request us to agree to novate your obligations under the relevant Payment Plan to another borrower who we deem appropriate. We are, however, not under any obligation to agree to such a novation of your obligations under the relevant Payment Plan.
- 7.2. Subject to sub-clause 7.1, your obligations under your Credit Contract continue even when you:
 - 7.2.1. sell the Goods;
 - 7.2.2. move out of a property to which the Goods are attached; or
 - 7.2.3. no longer have the benefit or possession of the Goods.
- 7.3. Your obligations cease when you have repaid all amounts owing under this Credit Contract and have requested us to close your account.

8. AVAILABILITY OF CREDIT & TERMINATION

- 8.1. We may cancel or reduce your Credit Limit and your Available Credit, or may refuse to pay for Goods the subject of a Payment Plan if:
 - 8.1.1. your account has been fully repaid and has not been used for 24 months;
 - 8.1.2. we become aware of any material fact that would (in our reasonable opinion) expose us to significant financial or legal risk if we were to continue to lend to you;
 - 8.1.3. you have breached any material obligation under your Credit Contract; or
 - 8.1.4. you are in Default.
- 8.2. You may terminate your Credit Contract at any time by paying out all amounts that you owe us and by requesting that we close your account.

9. DEFAULT

- 9.1. You are in Default under this Credit Contract if:
 - 9.1.1. you do not meet your payment obligations under a Payment Plan or otherwise under the Credit Contract and you do not remedy that default within 7 days;
 - 9.1.2. you breach a warranty (in a relevant and material way), and where the breach is capable of correction, you do not correct the breach with 14 days after we give you notice to correct the breach;
 - 9.1.3. you or a person acting on your behalf gives us or has given us materially incorrect or misleading information in connection with this Credit Contract and where, acting reasonably, we would not have entered into this Credit Contract or approved a Payment Plan if the correct information had been provided to us;
 - 9.1.4. we reasonably believe that you or another person has acted fraudulently or illegally in connection with this Credit Contract;
 - 9.1.5. you become Insolvent or are declared bankrupt or steps are taken to make you so; or
 - 9.1.6. you have breached a provision of this Credit Contract and have failed to correct a breach within 14 days after we give you notice to correct the breach.
- 9.2. If you are in Default do one or more of the following:
 - 9.2.1. suspend your account and your Available Credit without notice;
 - 9.2.2. require payment of late payment fees (as specified in the Payment Plan, subject to any applicable fee caps);
 - 9.2.3. subject to any applicable law, require payment in full of the outstanding balance of your account; and/or
 - 9.2.4. take any other action available to us at law.
- 9.3. If you are in Default, enforcement expenses may become payable under this Credit Contract. You must pay us all reasonable enforcement expenses incurred by us, or on our behalf, in enforcing our rights under the Credit Contract against you in order to recover amounts due and payable to us or arising from your Default. To the extent permitted by law, enforcement expenses may include those reasonably incurred by our staff, contractors and service providers. We may debit enforcement expenses to your account. Where enforcement expenses are debited to your account they will be due and payable to us from that time.

10. CHANGES TO OR UNDER THIS CREDIT CONTRACT

- 10.1. We may make reasonable changes to or under this Credit Contract at any time without your consent and in accordance with this clause 10.
- 10.2. Acting reasonably and without your consent, we may change the terms of your Credit Contract by changing:
 - 10.2.1. the amount of the Credit Limit as it applies to future advances (subject to the requirements in clause 5.6 above);
 - 10.2.2. the instalment amounts payable under a Payment Plan where we have reason to believe this will assist you or where we elect to do so to meet your request;
 - 10.2.3. the frequency or time for repayments, or the remaining credit term under a Payment Plan, where we elect to do so to meet your request;
 - 10.2.4. amount or frequency of payment of a fee or charge.
 - 10.2.5. another term of your Credit Contract.
- 10.3. Before any such change becomes effective, however, we will notify you of the change in writing no later than 40 days before the change takes effect or as otherwise required by law. We may give this notice in a manner permitted by this Credit Contract
- 10.4. We will not change your Credit Contract to introduce an interest charge on the amount outstanding from time to time on your account. We may introduce one or more new fees or charges, provided that they are for a fixed amount and are not percentage based.

11. DISPUTE RESOLUTION

- 11.1. If you believe that we have not complied with this Credit Contract, or if you have a complaint, contact our Customer Service at 1300 BRIGHT or email customercare@brighte.com.au. We will endeavor to respond to you as soon as possible.

- 11.2. If we are unable to resolve your complaint to your satisfaction, we will provide you with a written response explaining the reason for our decision.

If you are not satisfied with our resolution to your complaint, you may contact the Australian Financial Complaints Authority:

Australian Financial Complaints Authority
GPO Box 3, Melbourne Victoria 2001
Telephone: 1800 931 678
Email: info@afca.org.au
Web: afca.org.au

12. LIMITED LIABILITY

- 12.1. You acknowledge that we have not endorsed any Goods or Services sold to you by a Vendor. We do not warrant or endorse any Vendor and, subject to any applicable laws that provide otherwise, we are not liable for any representation made by the Vendor about any Goods or Services that are supplied to you, or that are financed under your Credit Contract.
- 12.2. If we are deemed a 'linked credit provider' of a supplier under a consumer law, you may have certain rights against us. Subject to those rights, and any other applicable law, we are not responsible or liable for:
- 12.2.1. any claims made by a Vendor which you may have relied on;
 - 12.2.2. the performance of the financed Goods or Services, or any installation, servicing, or ongoing maintenance of the Goods;
 - 12.2.3. any loss, harm, or damage resulting from using the Goods or Services, or from the installation or servicing of the Goods; or
 - 12.2.4. if a Vendor or other person refuses to accept or honour BrightePay as a method of payment.

13. FEES AND CHARGES

- 13.1. Without limiting your obligations under any other provision of this agreement, you must pay us:
- 13.1.1. all fees and charges noted on your Payment Schedule (subject to any fee caps required by law); and
 - 13.1.2. any government stamp duty or other government duties.
- 13.2. No interest is payable under your Credit Contract.

14. GENERAL MATTERS

- 14.1. If you authorise a third party to deal with us in relation to any question you may have regarding your account with us, we will only deal with that third person where we are satisfied, in our sole and absolute discretion, that you have sufficiently authorised that person to so deal with us on your behalf. You acknowledge that where we reasonably form the opinion that the relevant person has your authority to deal with us, we are authorised to deal with that person as your representative.
- 14.2. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later at our discretion.
- 14.3. We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than if we are negligent.
- 14.4. We may assign, novate, or transfer our rights and / or obligations under this Credit Contract without your consent.
- 14.5. You cannot assign your account or your rights under this Credit Contract without our consent.
- 14.6. Notices from us may be electronic or on paper, and can be sent to your last address known to us. Communications from you must be identifiable as having been sent by you and be written in email, written on paper and posted, or (where we agree) oral (including when communicated by phone).
- 14.7. You must notify us as soon as possible if you change your name, postal address, email address or contact telephone number. We may give you any notice or other document by sending it to your last postal or email address appearing in our records, or by any other means that is not prohibited by law.
- 14.8. We are relieved from the obligation to give a notice or other document to you if we have previously made a reasonable (but unsuccessful) attempt to give a notice or other document by leaving it at, or by sending it by post or electronic communication to the address last known to us, or if we have reasonable grounds for believing that you can no longer be contacted at that address.
- 14.9. Subject to the terms of this Credit Contract, a provision of this Credit Contract, or a right created under it, may not be waived by us except in writing signed by us.
- 14.10. We may agree to vary your Credit Contract or defer or waive any of these Terms and Conditions without creating a new Contract.
- 14.11. Subject to any statutory right of set-off that you may have and which we cannot exclude by agreement, you must make all payments in full and without applying any set-off of any kind.
- 14.12. It is your sole responsibility to arrange for the supply and provision of any supporting services required from any utility or other service providers, including for connection to the utilities and services provided by the utilities or service provider, for any Goods installed or supplied to a property where the Goods require additional services for you to receive the benefit of the Goods. An example of a subsequent utility includes arranging for connectivity to the grid and your property via your electricity

provider. Such utilities do not form part of this Contract, and do not affect your obligation to repay or the commencement of your repayment obligations under a Payment Plan.

- 14.13. At Brighte, we value innovation and strive to understand our customers' needs to provide the best service. To facilitate this, you agree that we may request access to current and historical metering data from your electricity provider on your behalf. You will provide us with any further consents or additional details we request to allow us to access this data (including account number, national metering identifier and meter number). Metering data will be collected, used and disclosed in accordance with our Privacy Policy.

- 14.14. New South Wales laws govern and apply to this Credit Contract.

15. MEANING OF WORDS

- 15.1. account means any account we open in your name for the purposes of this Credit Contract.
- 15.2. advance includes our payment made to a Vendor in response to your request for finance under an accepted Payment Plan.
- 15.3. Application means your application to us for the provision of credit under a BrightePay Credit Contract.
- 15.4. Available Credit means the amount of unused credit at the relevant time being the Credit Limit less the balance of your account at that time.
- 15.5. balance means the difference between all amounts debited and all amounts credited to your account.
- 15.6. Consumer law includes the Australian Securities and Investments Commission Act 2001 and the Competition and Consumer Act 2010.
- 15.7. Credit Limit is the total amount of credit that, at the relevant time, BrightePay has approved you to borrow under this Credit Contract.
- 15.8. business day means a day other than a Saturday or Sunday or a public holiday in New South Wales.
- 15.9. Credit Contract means the contract comprising these Terms and Conditions and each of the Payment Plans accepted by us under your credit contract with us.
- 15.10. delivered – any reference to 'delivered' with respect to any Goods that must first be installed before you can use the Good means delivered by the Vendor or its agent irrespective of when the Good is installed or connected.
- 15.11. Default has the meaning set out in clause 9.
- 15.12. Default Notice has the meaning set out in clause 9.2.
- 15.13. Finance Request means a request for finance submitted to us by you in accordance with this agreement and requesting finance from us in order to fund the completion of a purchase by you from a Vendor.
- 15.14. Goods, Services, or Goods and Services means the goods and/or any services purchased by you from a Vendor in circumstances where we have agreed with you or the Vendor to finance your purchase of such goods or services.
- 15.15. Insolvent means being an insolvent under administration or insolvent or having a controller appointed (such as defined in the Corporations Act) such as being bankrupt, in receivership, in receivership and management, in liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.
- 15.16. Low Cost Credit Contract has the meaning given to that term in the National Credit Code (which is Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth)).
- 15.17. nominated account means:
- 15.17.1. your nominated bank account that is the subject of a direct debit authority; or
- 15.17.2. your approved card account with a financial institution that is the to be debited under the recurring payment authority, you provide to us to facilitate your payments to us under this Credit Contract.
- 15.18. payment card means a credit or debit card that we are authorised to debit under an approved credit authority you provide to us.
- 15.19. Payment Plan means an agreement between us that is subject to these Terms and Conditions and otherwise documented in a Payment Schedule we issue to you following our acceptance of your request for an advance under a Payment Plan in order to purchase Goods and/or Services from a Vendor
- 15.20. Payment Schedule means that part of a Payment Plan document that set out, amongst other things, the payments that you are to make to us in respect of an advance made by us under that Payment Plan.
- 15.21. Terms and Conditions means this document.
- 15.22. Vendor means a merchant or other vendor that is, at the relevant time, approved by us as a supplier of Goods or Services in respect of which we have agreed to provide finance to suitable customers of that merchant or other vendor.
- 15.23. We, our and us means Entity.Name Entity.ACN and its successors and assigns
- 15.24. You and your means the customer listed on the Payment Schedule. If there is more than one of you, each of you is liable for all obligations under the Contract individually and jointly.

You includes your successors and assigns.